

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization



**WHEN RECORDED RETURN TO:**

CITY OF SCOTTSDALE  
ONE STOP SHOP RECORDS

(\_\_\_\_\_)

7447 East Indian School Road, Suite 100  
Scottsdale, AZ 85251

**ASSURANCE TO CITY OF REMOTE PARKING**

**KNOW ALL BY THESE PRESENTS THAT:**

1. Parking Code. The City of Scottsdale ("City") has a parking code (the "Code") that requires that landowners provide at least a prescribed number of on-site parking spaces, depending on land use and other factors. (See S.R.C. § 9.107, as amended.)

2. Parking Status. Parking Owner and Parking User both warrant and represent to each other and to City that:

2.1 4430 Civic Center, LLC, a(n) \_\_\_\_\_

Arizona Limited Liability Company (the "Parking Owner") is the recorded fee title owner of a parcel of real property (the "Parking-Excess Parcel") located at 4430 & 4434 N. Civic Center Plaza in the City of Scottsdale. Parking Owner currently uses the Parking-Excess Parcel for a office parking. A legal description of the Parking-Excess Parcel is attached to this Assurance as **Exhibit "A."**

2.2 Bottled Blonde: 7340, LLC, a(n) \_\_\_\_\_

Arizona Limited Liability Company (the "Parking User") is the recorded fee title owner of a parcel of real property (the "Parking-Deficient Parcel") located at 4426 N. Saddlebag Trail in the City of Scottsdale. Parking User currently uses, or proposes to use, the Parking-Deficient Parcel for a restaurant/bar known as "Bottled Blonde". A legal description of the Parking-Deficient Parcel is attached to this Assurance as **Exhibit "B."**

2.3 The Parking-Deficient Parcel would need more parking spaces during the hours of 6:00 pm through 4:00 am on Monday through Sunday of each week (the "Applicable Hours") than it has on-site in order to meet the Code parking requirements for the Parking-Deficient Parcel.



2.4 Parking User desires to cure the parking shortage on the Parking-Deficient Parcel during the Applicable Hours by borrowing parking spaces on the Parking-Excess Parcel.

2.5 The Parking-Excess Parcel has enough extra permanent, physical, legal, on-site parking spaces during the Applicable Hours to meet its own Code parking requirements for the Parking-Excess Parcel and to cure the parking shortage on the Parking-Deficient Parcel by loaning the borrowed parking spaces to the Parking-Deficient Parcel. None of the borrowed parking spaces is currently being used during the Applicable Hours to satisfy Code parking requirements for the Parking-Excess Parcel or any other parcel.

2.6 Parking Owner has agreed to make the borrowed parking spaces available to the Parking-Deficient Parcel during the Applicable Hours.

2.7 Parking Owner shall not use the Parking-Excess Parcel in a way that would require use of the borrowed spaces during the Applicable Hours.

2.8 Parking Owner and Parking User have entered into a agreement (such as a lease or an easement) (the "Parking Agreement") that gives Parking User a real property interest to use the borrowed parking spaces on the Parking-Excess Parcel during the Applicable Hours. The Parking Agreement allows Parking User and other occupants of the Parking-Deficient Parcel to park automobiles on the Parking-Excess Parcel during the Applicable Hours. The Parking Agreement has a term of five (5) years (in no event less than 5 years) after the date this Assurance is recorded. The number of borrowed parking spaces covered by the Parking Agreement and by this document is twelve (12) parking spaces.

2.9 Parking Owner and Parking User shall have the right to amend, terminate and otherwise enforce their rights under the Parking Agreement, but any loss or reduction of Parking User's rights to use the borrowed parking spaces on the Parking-Excess Parcel during the Applicable Hours (such as expiration, amendment, or termination of the Parking Agreement for any reason) shall not be effective until 90 days after City receives from Parking Owner or Parking User a written notice of the loss or reduction. The notice must give the date, recording date, and recording number of this Assurance. The notice must be delivered by US Mail (return receipt requested) addressed to Zoning Administrator, City of Scottsdale, 7447 East Indian School Road, Scottsdale, AZ 85251.

3. Code Compliance. For purposes of the parking Code, during the term of the Parking Agreement, Parking Owner and Parking User request that City allocate the borrowed parking spaces on the Parking-Excess Parcel covered by the Parking Agreement as follows:

3.1 The borrowed parking spaces do not count toward Code parking requirements for the Parking-Excess Parcel during the Applicable Hours. The Parking-Excess Parcel must always have adequate Code parking without counting the borrowed parking spaces during the Applicable Hours.



3.2 The borrowed parking spaces do count toward Code parking requirements for the Parking-Deficient Parcel during the Applicable Hours. But, they do not count until this Assurance is executed and notarized by Parking Owner and Parking User (and by the other interested persons as set out herein), signed by City, and recorded in the Maricopa County recorder's office.

3.3 If the Parking Agreement ever terminates, or the Parking-Deficient Parcel is ever unable to use the borrowed parking spaces during the Applicable Hours for any reason, then the parking spaces will no longer count toward Code parking requirements for the Parking-Deficient Parcel. If that happens, then Parking User promises City that Parking User will immediately reduce the activities and uses of the Parking-Deficient Parcel (and completely stop all use of the Parking-Deficient Parcel, if necessary), or provide other parking that satisfies the Code, so that the Parking-Deficient Parcel always has enough Code required parking.

4. Maintenance requirements. Parking Owner shall maintain the borrowed parking spaces in accordance with the Chapter 18 Public Nuisance and Property Maintenance and the Appendix B – Basic Zoning Ordinance of the Scottsdale Revised Code.

5. City's Right to Enforce. City has no duties or obligations under this Assurance or the Parking Agreement. Parking Owner and Parking User may have other rights against each other under the Parking Agreement, but, with respect to City, this Notice controls any conflict with the Parking Agreement. City is entitled to rely on this Assurance without regard to the terms of the Parking Agreement. This document runs with the land on the Parking-Excess Parcel and the Parking-Deficient Parcel. No changes to this form are valid unless the City Attorney signs this document approving the changes.

IN WITNESS WHEREOF, Parking User and Parking Owner have executed this Assurance on behalf of themselves and their successors and assigns this \_\_\_\_\_ day of March 20, 2019.

PARKING USER: Bottled Blonde : 7340, LLC



By : Les Corieri

Its: Managing Member

PARKING OWNER: 4430 Civic Center, LLC

By : 

Its: Managing Member



APPROVAL BY CITY:

City hereby approves the parking allocation stated in this Assurance to City of Remote Parking, such allocation to be effective until such allocation no longer satisfies the Code.

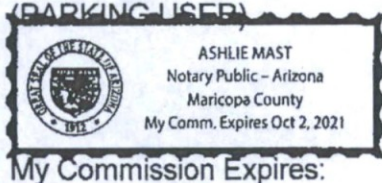
NAME: \_\_\_\_\_

TITLE: Zoning Administrator

DATE: \_\_\_\_\_, \_\_\_\_\_

STATE OF ARIZONA     )  
                                      ) ss.  
County of Maricopa     )

The foregoing instrument was acknowledged before me this 21 day of March, 2019, by Les Corleai, the Managing mbr of 7340 LLC dba Bottled Blonde, a(n) Arizona limited liability company  
(PARKING USER)



Ashlie Mast  
Notary Public

My Commission Expires:

10/02/2021

STATE OF ARIZONA     )  
                                      ) ss.  
County of Maricopa     )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of March, 2019, by Jonathan Rosenberg, the Managing Member of 4430 Civic Center, LLC, a(n) Arizona limited liability company  
(PARKING OWNER).

My Commission Expires:

4/4/21

Darlene Ahearn  
Notary Public

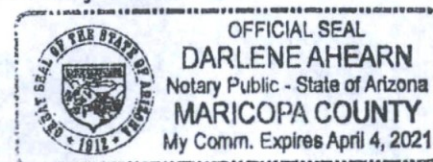




Table of Exhibits

- A     Legal description for parcel supplying the parking spaces.
- B     Legal description for parcel borrowing the parking spaces.





**First American Title™**

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Commitment

### COMMITMENT FOR TITLE INSURANCE

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**

### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a NEBRASKA Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### First American Title Insurance Company



*Dennis J. Gilmore*

Dennis J. Gilmore  
President

*Timothy Kemp*

Timothy Kemp  
Secretary

### ISSUED BY

**Landmark Title Assurance Agency of Arizona LLC**  
as agent for First American Title Insurance Company

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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**17-UP-2012#4 & 61-UP-  
1997#5  
04/04/2019**





## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
  - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements;
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

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(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**First American Title™**

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Schedule A

### Transaction Identification Data for reference only:

Issuing Agent: Landmark Title Assurance Agency of Arizona LLC

Issuing Office: 2555 E. Camelback Rd., Suite 275, Phoenix, AZ

Escrow Officer: Marie Volm

Issuing Office File No.: 06182489-027-MV1

Title Officer: Mike Bishop

Property Address: 7340 East Indian Bend Plaza, Scottsdale, AZ 85251

Revision No.:

### SCHEDULE A

1. Commitment Date: March 29, 2019
2. Policy to be issued:
  - (a) ALTA 2006 Extended Owner's Policy  
Proposed Insured: **CITY OF SCOTTSDALE, an Arizona municipal corporation**  
Proposed Policy Amount: \$7,000,000.00
  - (b) None  
Proposed Insured:  
Proposed Policy Amount: \$0.00
  - (c) None  
Proposed Insured:  
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is a **Fee**
4. The Title is, at the Commitment Date, vested in:  
**LMS 96, L.L.C., an Arizona limited liability company**
5. The Land is described as follows:  
**See Exhibit A attached hereto and made a part hereof.**

By:

Authorized Countersignature

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## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Exhibit A

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

Lot 1, of Replat of Lots 38 – 41 and 54 – 57 of Camelback Park Plaza, according to Book 1165 of Maps, Page 45, records of Maricopa County, Arizona.

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## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Schedule BI & BII

Commitment No.: 06182489-027-MV1

### SCHEDULE B, PART I

#### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

#### TAX MAP

#### TAX NOTE:

Year	2016
Parcel No.	173-41-261 8
Total Tax	\$56,249.26
First Half	\$28,124.6 (Paid)
Second Half	\$28,124.6 (Paid)

5. FURNISH the Company with Owner's Affidavit executed by LMS 96, L.L.C., an Arizona limited liability company.
6. USUAL preliminary inspection report by an employee of the Company. The right is reserved to make additional requirements or exceptions upon examination.
7. FURNISH plat of survey of the subject property by a Registered Land Surveyor in accordance with "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys", which became effective February 23, 2016. Said plat shall include the required certification and, at a minimum, also have shown Items 1, 8, 11, 16, 17 and 19, from Table A thereof.

NOTE: If Zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A, and information regarding the usage of the property must be included.

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## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

### Schedule BI & BII (Cont.)

Commitment No.: 06182489-027-MV1

#### SCHEDULE B

(Continued)

8. SUBMIT fully executed copy of the Article of Organization and Operating Agreement (and all amendments) of the limited liability company named below for examination. The right is reserved to make additional requirements upon said examination.

LMS 96, L.L.C., an Arizona limited liability company

9. THE RIGHT is reserved to make additional exceptions or requirements upon submission of adequate information concerning the nature of the proposed transaction, including but not limited to the name of the proposed insured.

10. RECORD Deed from LMS 96, L.L.C., an Arizona limited liability company to City of Scottsdale, an Arizona municipal corporation

NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

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## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

### Schedule BI & BII (Cont.)

Commitment No.: 06182489-027-MV1

#### SCHEDULE B

(Continued)

#### SCHEDULE B, PART II

##### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- I. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
1. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
2. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.  
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
3. THE LIABILITIES, OBLIGATIONS AND BURDENS imposed upon said land by reason of inclusion within the Salt River Project Agricultural Improvement and Power District and Agricultural Improvement Districts.
4. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:  
  
2019
5. EASEMENTS, restrictions, reservations and conditions as set forth on the recorded plat of Book 86 of Maps, Page 13.

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## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

### Schedule BI & BII (Cont.)

Commitment No.: 06182489-027-MV1

#### SCHEDULE B

(Continued)

6. EASEMENTS, restrictions, reservations and conditions as set forth on the recorded plat of Book 1165 of Maps, Page 45. Thereafter, City of Scottsdale Release of Easement (Individual) recorded as 2015-689363.

7. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion sex, handicap, familial status or national origin contained in instrument:

Recorded in Docket 577

Page 113

Recorded in Docket 686

Page 307

8. AGREEMENT according to the terms and conditions contained therein:

Purpose Outdoor Dining Patio Revocable License Agreement

Dated November 12, 2014

Recorded November 14, 2014

Document No. 2014-756157

9. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. 97-432122

Purpose electric lines

10. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. 98-596244

Purpose road or highways

11. AGREEMENT according to the terms and conditions contained therein:

Purpose Development Agreement

Dated June 15, 1998

Recorded January 14, 1999

Document No. 99-38584

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## ALTA Commitment for Title Insurance

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**First American Title Insurance Company**

### Schedule BI & BII (Cont.)

Commitment No.: 06182489-027-MV1

#### SCHEDULE B

(Continued)

12. AGREEMENT according to the terms and conditions contained therein:

Purpose	Development Agreement for Parking
Dated	February 4, 2002
Recorded	February 12, 2002
Document No.	<u>2002-149344</u>

13. AGREEMENT according to the terms and conditions contained therein:

Purpose	Assurance to City of Remote Parking
Dated	October 14, 2013
Recorded	November 20, 2013
Document No.	<u>2013-1002180;</u>
Document No.	<u>2013-1002181; and</u>
Document No.	<u>2013-1002184</u>

14. AGREEMENT according to the terms and conditions contained therein:

Purpose	Waiver of Right to Make a Claim Under Proposition 207
Recorded	December 10, 2013
Document No.	<u>2013-1048184</u>
Document No.	<u>2015-238878</u>

15. AGREEMENT according to the terms and conditions contained therein:

Purpose	Assurance to City of Remote Parking
Dated	March 6, 2014
Recorded	May 28, 2014
Document No.	<u>2014-343732</u>

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

### Schedule BI & BII (Cont.)

Commitment No.: 06182489-027-MV1

#### SCHEDULE B

(Continued)

16. AGREEMENT according to the terms and conditions contained therein:

Purpose	Outdoor Dining Patio Revocable License Agreement
Dated	November 12, 2014
Recorded	November 14, 2014
Document No.	<u>2014-756157</u>

17. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No.	<u>2015-689364</u>
Purpose	water pipes

18. TERMS AND CONDITIONS contained in instrument:

Entitled	Waiver of Right to Make a Claim
Recorded	August 31, 2017
Document No.	<u>2017-0647308</u>

19. AGREEMENT according to the terms and conditions contained therein:

Purpose	Outdoor dining license
Dated	August 28, 2017
Recorded	September 06, 2017
Document No.	<u>2017-0657799</u>

20. DEED OF TRUST given to secure the original amount shown below, and any other amount payable under the terms thereof:

Amount	\$3,437,000.00
Dated	March 20, 2018
Recorded	March 22, 2018
Document No.	<u>2018-0214324</u>
Trustor	LMS 96, L.L.C., an Arizona limited liability company
Trustee	ZB, N.A. dba National Bank of Arizona
Beneficiary	ZB, N.A. dba National Bank of Arizona

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## ALTA Commitment for Title Insurance

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**First American Title Insurance Company**

### Schedule BI & BII (Cont.)

Commitment No.: 06182489-027-MV1

#### SCHEDULE B (Continued)

21. ASSIGNMENT OF RENTS executed:

By LMS 96, L.L.C., an Arizona limited liability company  
To ZB, N.A., dba National Bank of Arizona  
Dated March 20, 2018  
Recorded March 22, 2018  
Document No. 2018-0214325  
as collateral security for indebtedness secured by Deed of Trust  
Recorded in Document No. 2018-0214324

22. UNRECORDED LEASE under the terms and conditions contained therein made by:

Lessor LMS 96, L.L.C.  
Lessee 7340 LLC  
Dated January 01, 2014  
As disclosed by Subordination, Non-Disturbance and Attornment Agreement  
Recorded March 22, 2018  
Document No. 2018-0214326

23. UNRECORDED LEASE under the terms and conditions contained therein made by:

Lessor LMS 96, L.L.C.  
Lessee Skylanes LLC  
Dated January 01, 2014  
As disclosed by Subordination, Non-Disturbance and Attornment Agreement  
Recorded March 22, 2018  
Document No. 2018-0214327

24. RIGHTS OF PARTIES in possession.

NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.

25. ADVERSE MATTERS that may be revealed by an inspection of the land.

NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.

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## ALTA Commitment for Title Insurance

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### Schedule BI & BII (Cont.)

Commitment No.: 06182489-027-MV1

#### SCHEDULE B

(Continued)

26. LOCATION OF IMPROVEMENTS, easements, discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.

NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.

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**First American Title™**

## Privacy Information

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



**NOTICE OF TITLE POLICY DISCOUNTS**  
**Residential Resale and Refinance Transactions – Arizona**

Escrow No.: **06182489**

Please note certain discounts sometimes apply to reduce title insurance premiums. You should review the possible discounts listed below and tell your escrow officer if you think any apply. For some of the discounts, you may be asked to provide additional information to allow us to verify that the discount is applicable. The discount will be subject to specific formulas filed by the Underwriter with the Arizona Department of Insurance and the location of the property.

**SHORT/LONG TERM RESALE RATE:**

There are certain discounts available if your purchase was within last 5 years and insured by us or another title company. The discount will vary depending on when you purchased your property and who insured it.

**REFINANCE RATE:**

There are certain discounts available if your current transaction is a refinance of a prior loan that was insured by us, or another title insurance company. This rate is subject to determination of loan balances in some instances, depending on the formula filed by the Underwriter being used to insure the current transaction.

**Please acknowledge your understanding of the foregoing disclosure, even if no discount applies, by signing below.**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Seller/Borrower

\_\_\_\_\_  
Signature of Seller/Borrower

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



## **AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE**

This is to give notice that Title Security Agency of Arizona (including Magnus Title Agency, a division thereof) ("Title Security") is an Arizona corporation which is affiliated with and has business relationships with Long Title Agency, LLC ("Long Title"), Catalina Title Agency, LLC ("Catalina Title"), Infinity Title Agency, LLC (Infinity Title/ITA), Millennium Title Agency, LLC (Millennium Title/MTA), Investors Title Agency, LLC (Investors Title), Professional Title Agency, LLC (Professional Title/PTA), Asset Title Agency, LLC (Asset Title) and CRE Title Agency, LLC (CRE Title) to provide title services. Title Security also has business relationships with First American Title Insurance Company, Old Republic National Title Insurance Company and Title Resources Guaranty Company, which underwrite the policies issued by Title Security. Because of these relationships, this referral may provide Title Security with a financial or other benefit.

You are not required to use Title Security, Long Title, Catalina Title, Infinity Title, Millennium Title, Investors Title, Professional Title, Asset Title, CRE Title, First American Title Insurance Company, Old Republic National Title Insurance Company or Title Resources Guaranty Company, as part of the real estate transaction for this subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

The rates for escrow agencies that are also title insurers or title insurance agents are filed with the Arizona Department of Financial Institutions and the escrow agency may not deviate from those filed rates. Title insurance rates are filed with the Arizona Department of Insurance by each title insurer, and the rates are the same for all title insurance issuing agents for each particular insurer. The premium you are charged for your title insurance policy is based upon the purchase price for the property you are purchasing/selling. If you are refinancing, the premium you are charge for your title insurance policy is based upon the loan amount. You may request to review the title insurance rate card which establishes the premium amount from the escrow agent handling your transaction.



## **DISCLOSURE NOTICES**

### **Good Funds Law**

Arizona Revised Statutes Section 6-843 regulates the disbursement of escrow funds by an escrow agent. The law requires that funds be deposited in the escrow agent's escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company in the form of cashier's checks, certified checks or teller's checks, or checks which are made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution, may be disbursed the same day as deposited. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

### **PURCHASER DWELLING ACTIONS NOTICE**

Pursuant to Arizona Revised Statutes Section 12-1363.N, notice is hereby provided to the purchaser of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a purchaser prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections can be viewed on the Arizona State Legislature's web site: [www.azleg.state.az.us/ars/ars.htm](http://www.azleg.state.az.us/ars/ars.htm).

### **NOTICE:**

Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a Print must be ten-point type (pica) or larger.
- b Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.
- c Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.



## **NOTICE OF IMPORTANT CHANGE TO ARIZONA NOTARY LAWS**

If your client is a foreign citizen, you will want to be aware of this change.

Arizona law currently provides that "satisfactory evidence of identity" for purposes of a notary's acknowledging signatures or performing jurats includes a "current form of identification issued by a federal, state or tribal government...." (A.R.S. 41-311.11.) Effective August 25, 2004, however, this provision has been amended to provide that the current form of identification must be issued by "the United States government or a state or tribal government...." This change means that a current form of identification issued by a foreign government, such as a foreign driver's license, will NOT meet the statutory identification requirements.

To avoid delays in closing transactions involving foreign citizens who may not have appropriate identification, you should determine as soon as possible what form(s) of identification your clients have. If they do not have appropriate identification, then you may wish to suggest, depending on their circumstances, that they apply for and obtain an appropriate form of U.S. or state identification.